REMARKS

Office Action mailed October 31, 2007, the following issues were raised:

1. The drawings were objected to as being informal;

2. Claims 5 and 6 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite;

3. Claims 1, 2, 4-7, 9, 10, and 13 were rejected under 35 U.S.C. § 102(b) as anticipated by U.S. Patent Publication No. 2002/0055904 in the name of Le Mon; and

Claims 3, 8, 11, and 12 were rejected as under 35 U.S.C. § 103(a) as being obvious over Le Mon;

Applicants hereby submit formal drawings to replace the informal drawings originally filed with the present application.

Claims 5 and 6 have been amended to replace the terms "said account" and "said bank account", respectively, with the term "said newly created account". With this amendment, Applicants submit that claims 5 and 6 now fully comply with 35 U.S.C. §. 112, second paragraph.

Claim 1 was rejected as anticipated by Le Mon. Anticipation requires that each and every limitation of the claim is found in the cited reference. In particular, claim 1 includes the limitations that the lender opens an bank account for the borrower at a banking institution in that same jurisdiction as the lender, and that the funds are subsequently wired from the newly created bank account into another account in the name of the borrower, this other account being in a jurisdiction where the borrower resides or currently banks. These limitations are not taught by Le Mon. Rather, Le Mon merely discloses that the lender, or a proxy for the lender, directly funds the loan into the bank account of the buyer. Le Mon does not disclose that the borrower's account

into which funds are initially transferred is newly opened by the lender, or the lender's proxy, according to an authorization included in the loan application.

The lender having a central processing station and using a local independent lender to fund the loan do not read on these limitations. In this case, a new bank account in the name of the borrower is not set up by the lender, and the funds are never transferred initially to this new bank account, then transferred a second time into another account which is also in the name of the borrower. Instead, the process described in Le Mon is nothing more than the commonly practiced method of funding loans to borrowers—the funds are transferred directly into a pre-existing account held by the borrower, that account being specified by the borrower on the loan application. A new bank account in the borrower's name is never opened *by the lender*. As such, Le Mon does not disclose all the limitations of claim 1 and does not anticipate claim 1.

Claims 2, 4-7, 9, 10, and 13 were also rejected as anticipated by Le Mon, and each ultimately depends from claim 1. Where Le Mon does not anticipate the independent claim, it also does not anticipate any of these dependent claims.

Claims 3, 8, 11, and 12 were rejected as obvious over Le Mon. In order to establish a *prima facie* case of obviousness, the cited prior art must teach or disclose each and every limitation of the claims. As indicated above, Le Mon does not teach or disclose all the limitations of claim 1, and each of claims 3, 8, 11, and 12 ultimately depends from claim 1. As such, Le Mon does not establish a *prima facie* case of obviousness over any of claims 3, 8, 11, and 12.

In view of the foregoing, Applicants hereby request reconsideration of the rejections.

Respectfully submitted,

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